

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No.
)	
DAVID EARL BECKFORD, a/k/a)	
DAVID E. BECKFORD,)	
)	
Defendant.)	

COMPLAINT

Comes Now the United States of America, by and through its attorneys, Jeffrey B. Jensen, United States Attorney for the Eastern District of Missouri, and Joshua M. Jones, Assistant United States Attorney for said District, and for its complaint against the defendant, alleges as follows:

PARTIES

1. The United States is the plaintiff.
2. That David Earl Beckford, a/k/a David E. Beckford is the defendant, an individual who resides within the Eastern District of Missouri.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this suit under 28 U.S.C. § 1345, because the United States is the plaintiff.
4. Venue is proper under 28 U.S.C. § 1391(b) because the defendant resides in this district.

COUNT I

5. On August 23, 1985, January 13, 1986, August 28, 1986, January 21, 1987, October 16, 1987, January 15, 1988, September 14, 1988, and January 18, 1989, the defendant executed promissory notes to secure student loans, pursuant to Title IV-E of the Higher Education Act of 1965, 20 U.S.C. §§ 1087aa, et seq. Attached are true and accurate copies of the promissory notes executed by the defendant, marked Exhibits 1-8, and made a part hereof as if set out in full. Said notes were subsequently assigned to the United States pursuant to 20 U.S.C. § 1071(a)(1)(D); 34 C.F.R. § 682.409.

6. That after applying any and all credits on said debt, the defendant is indebted to the plaintiff in the principal amount of \$5,608.00, plus interest on this principal computed at the rate of 9.0 percent per annum in the amount of \$8,684.43, plus any administrative costs, and interest thereafter on this principal rate of 9.0 percent per annum until the date of judgment. See Certificate of indebtedness attached hereto as Exhibit 9.

COUNT II

7. On July 14, 2003, the defendant executed a promissory note to secure a student loan, pursuant to Title IV-D of the Higher Education Act of 1965, 20 U.S.C. §§ 1087a, et seq. Attached is a true and accurate copy of the promissory note executed by the defendant, marked Exhibit 10, and made a part hereof as if set out in full. Said note was subsequently assigned to the United States pursuant to 20 U.S.C. § 1071(a)(1)(D); 34 C.F.R. § 682.409.

8. That after applying any and all credits on said debt, the defendant is indebted to the plaintiff in the principal amount of \$26,486.03, plus interest on this principal computed at a rate of 4.25 percent per annum in the amount of \$16,048.17, plus any administrative costs, and interest thereafter on this principal at the rate of 4.25 percent per annum until the date of

judgment. See Certificate of Indebtedness attached hereto as Exhibit 11.

9. Demand has been made upon the defendant by the plaintiff for the sum due but the amount due remains unpaid.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff prays judgment against the defendant for the total of \$52,926.63: on Count I, the principal amount of \$5,608.00, plus interest at 9.0 percent per annum, which is accruing from the of the Certificate of Indebtedness to the date of judgment; and on Count II, the principal amount of \$26,486.03, plus interest at 4.25 percent per annum, which is accruing from the date of the Certificate of Indebtedness to the date of judgment, plus post-judgment interest at the statutory rate as followed by law, together with costs of this action pursuant to 28 U.S.C. § 2412(a)(2), and any other costs of this action deemed just and proper.

JEFFREY B. JENSEN
United States Attorney



/s/ Joshua M. Jones

JOSHUA M. JONES #61988MO
United States Attorney's Office
111 S. 10th Street, Suite 20.333
St. Louis, Missouri 63102
(314) 539-2200

Attorneys for Plaintiff United States

WASHINGTON UNIVERSITY NATIONAL DIRECT STUDENT LOAN PROGRAM

00 1-2
SS NO 311 **441-41-9792**
NAME 12 33 **BECKFORD, DAVID EARL**
STREET 34 55 **1012 NORTH AVALON**
CITY/STATE 56 72 **MEMPHIS TN** ZIP 73 77 **38107**
SEX 78 **M** SCHOOL 79 80 **FA**

PROMISSORY NOTE

01 12
SS NO 311 **441-41-9792**
FUND 12 17 **76529 G** DATE 18 23 **081885**
AMOUNT FINANCED 24 30 *******750.00**
ANNUAL PERCENTAGE RATE 31 35 **5% (.05000)**

I, **BECKFORD, DAVID EARL**, promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due. However, if a collection agency which is subject to the Fair Debt Collection Practices Act is used, I will pay those collection costs which do not exceed 25% of the unpaid principal and interest.

TUITION *******750.00** DORMS *******.00** ~~OTHER~~ *******.00** INIT DB DATE 8-23-85

I hereby certify that I have listed below all of the National Direct Student loans (or National Defense Student loans) I have obtained at other institutions (If no prior loans have been received, state "None.")

Amount	Date	Institution	Amount	Date	Institution
\$ None			\$		
\$			\$		

I further understand and agree that

- I. General.
 - (1) All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note must be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.
 - (2) I understand that if I am eligible for deferment or cancellation under Articles VI through IX, I am responsible for submitting the appropriate requests on time.
- II. Interest. Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF **FIVE** PERCENT (**5** %) interest on the unpaid balance except that no interest shall accrue during any deferment period described in subparagraphs VI(1) (A), (B), (C) and (D).
- III. Repayment.
 - (1) Except as provided in Paragraph III(5) I promise to repay the principal and the interest which accrues on it over a period beginning 6 months after the date I cease to be at least a half time student at an institution of higher education, or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending, unless paragraphs III(4) or VI(1) (deferment) applies, 10 years later.
 - (2) I may, however, request that the repayment period start on an earlier date.
 - (3) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments, as determined by the Lending Institution. However, if I request, repayments may be made in graduated installments determined in accordance with schedules approved by the Secretary. In either case, a schedule of repayment shall be attached to and made part of this note.
 - (4) Notwithstanding paragraph III(1), if I qualify as a low income individual during the repayment period, the Lending Institution may, at my request, extend the repayment period for up to an additional 10 years or adjust any repayment schedule to reflect my income, or both.
 - (5) (A) I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest) even though the monthly rate that would be established under paragraph III(1) is less than that amount, or if the total monthly repayment rate of principal and interest on all my National Direct and National Defense Loans, including this loan, is less than \$30 per month.
 - (B) If I have received National Defense or National Direct Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly rate established under subparagraph III(5) (A) is the rate I pay on all my outstanding National Defense and National Direct Loans and is not in addition to the amount I pay on those other loans.
 - (C) If my monthly repayment rate is established under subparagraph III(5) (A) and I have received National Defense or National Direct Loans from other lending institutions, the amount of my monthly repayment rate attributable to this loan is the amount which represents the difference between \$30 and the monthly rates I must pay on my other National Defense and National Direct Loans.
 - (6) A schedule of repayment will be attached to and made part of this note.
 - (7) The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in paragraph III(1).
- IV. Prepayment. I may, at my option and without penalty prepay all or any part of the principal, plus the accrued interest thereon, at any time. Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment. If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.
- V. Default.
 - (1) I fail to make a scheduled repayment of any installment or I fail to file cancellation or deferment forms with the lending institution on time, the entire unpaid indebtedness including interest due and accrued thereon, plus any applicable penalty charges, will, at the option of the lending institution, become immediately due and payable.
 - (2) I understand that if I default on my loan repayments the lending institution may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
 - (3) Further, I understand that if I default on my loan repayments and the loan is sent to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
- VI. Deferment.
 - (1) Interest will not accrue, and installments need not be paid --
 - (A) While I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary.
 - (B) For a period not in excess of 3 years during which I am --
 - (i) on full time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard), or an officer on full time active duty in the Commissioned Corps of the U.S. Public Health Service,
 - (ii) in service as a volunteer under the Peace Corps Act,
 - (iii) a volunteer under the Domestic Volunteer Service Act of 1973,
 - (iv) a full time volunteer in a tax-exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973 (ACTION agency programs), or
 - (v) temporarily totally disabled as established by an affidavit of a qualified physician, or unable to secure employment because I am providing care required by my spouse who is so disabled.
 - (C) For a period not in excess of two years during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and
 - (D) During any grace period. A grace period is a six month period following (i) the date I cease to be at least a half time student at an institution of higher education, or (ii) the date the deferments described in subparagraph VI(1) (A), (B) or (C) expire.
 - (2) The lending institution may, upon my application, defer or reduce any scheduled repayments if, in its opinion, extraordinary circumstances such as prolonged illness or unemployment, prevent me from making such repayments. However, interest will continue to accrue.
- VII. Cancellation.
 - (1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service --
 - (A) as a full time teacher in a public or other non profit elementary or secondary school which is in a school district of a local educational agency which is eligible for funds under Title I of the Elementary and Secondary Education Act of 1965 and which has been designated by the Secretary in accordance with the provisions of Section 465(a) (2) of the Higher Education Act as a school with a high enrollment of students from low income families, or
 - (B) as a full time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health-impaired children who by reason thereof require special education and related services) in a public or other non profit elementary or secondary school system.
 - (2) This loan will be cancelled at the following rates:
 - (A) 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service,
 - (B) 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service, and
 - (C) 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.
- VIII. Head Start cancellation.
 - (1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service as a full time staff member in a Head Start program if --
 - (A) that Head Start program is operated for a period which is comparable to a full school year in the locality, and
 - (B) my salary is not more than the salary of a comparable employee of the local educational agency.
 - (2) This loan will be cancelled at the rate of 15 percent of the total principal amount plus the interest on the unpaid balance for each complete school year or the equivalent of service in a Head Start program.
- IX. Military Cancellation.
 - (1) I am entitled to have up to 50 percent of the principal amount of this loan plus the interest thereon cancelled if I serve as a member of the Armed Forces of the United States in an area of hostilities that qualifies for special pay under section 310 of title 37 of the United States Code.
 - (2) This loan will be cancelled at the rate of 12 1/2 percent of the total principal amount plus interest on the unpaid balance for each complete year of such service.
- X. Death and Disability Cancellation. If I should die or become permanently and totally disabled, the entire amount of this loan plus the interest thereon shall be cancelled.
- XI. Change in Name, Address, Social Security Number and Status. I am responsible for informing the lending institution of any change or changes in my name, address, or social security number. I am also responsible for notifying the lending institution of when I leave that institution and of any changes in my status.
- XII. Penalty Charge. If I fail to make timely payment of all or any part of a scheduled installment, or if I am eligible for deferment or cancellation under Articles VI through IX, but fail to submit the appropriate request on time, I promise to pay the charge assessed against me by the lending institution. No charge may exceed \$1 for the first month or part of a month by which the installment or evidence is late, and \$2 for each month or part of a month thereafter. If the lending institution elects to add the assessed charge to the outstanding principal of the loan, it must so inform me before the due date of the next installment.
- XIII. Assignment. This note may be assigned by the lending institution only (1) to another institution upon my transfer to that institution if that institution is participating in this program (or, if not so participating, is eligible to do so and is approved by the Secretary for that purpose) or (2) to the United States or to an institution approved by the Secretary. The provisions of this note that relate to the lending institution shall, where appropriate, relate to an assignee.

CAVEAT - This note is to be executed without security and without endorsement, except that if I am a minor and this note would not, under the law of the State in which the lending institution is located, create a binding obligation, either security or endorsement may be required. The lending institution shall supply a copy of this note to me.

AS38/YP

SIGNATURE David Beckford DATE 8-23-85

PERMANENT ADDRESS 1012 N. AVALON Memphis Tenn. 38107

GOVERNMENT
EXHIBIT

1

CARDNO. 800-782-0389

SUMMARY OF BORROWER'S OBLIGATIONS AND RELATED INFORMATION

1. The National Direct Student Loan is a loan. It must be repaid. Repayment terms are defined in your promissory note.
2. The NDSL you receive must be used for educational expenses only, relating to your costs in attending Washington University.
3. Undergraduate students may borrow up to \$6,000 for their entire undergraduate study. Graduate students may borrow up to \$12,000 for undergraduate and graduate study.
4. The repayment period begins six months after the student has ceased to be enrolled as a half-time student. Minimum monthly payments are \$30. The maximum repayment period is ten years. Deferment periods and cancellation provisions are described in the promissory note.
5. The interest rate on the NDSL is as printed on the reverse of this page.
6. A borrower defaults on a loan when he or she has entered the repayment period and has failed to maintain payments in accord with the required payment schedule or has failed to comply with the other provisions of the promissory note. Students in default on NDSL are ineligible to participate further in any federally sponsored financial aid program. Students in default are subject to legal action by the NDSL lender, its servicing agent, or the federal government.
7. NDSLs are provided to students who demonstrate financial need according to standards established by the federal government. The total of a student's financial aid, including the NDSL, cannot exceed the student's total educational need figure.

WASHINGTON UNIVERSITY NATIONAL DIRECT STUDENT LOAN PROGRAM

00 1-2 SS NO 311 410-41-9792 PROMISSORY NOTE

NAME 12 33 BECKFORD, DAVID EARL
STREET 34 55 1012 NORTH AVALON
CITY/STATE 56 72 MEMPHIS TN ZIP 73 77 38107
SEX 78 M SCHOOL 79 80 FA

SS NO 311 410-41-9792
FUND 12 17 76529 G DATE 18 23 12062885
AMOUNT FINANCED 24 30 \$***750.00
ANNUAL PERCENTAGE RATE 31 35 5% (.05000)

I, **BECKFORD, DAVID EARL**, promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due. However, if a collection agency which is subject to the Fair Debt Collection Practices Act is used, I will pay those collection costs which do not exceed 25% of the unpaid principal and interest.

SCHEDULE OF ADVANCES

TUITION \$***750.00 DORMS \$*****.00 ~~OTHER~~ OTHER \$*****.00 INIT 12/13 DATE 1-13-86

I hereby certify that I have listed below all of the National Direct Student loans (or National Defense Student loans) I have obtained at other institutions (if no prior loans have been received, state "None")

Amount	Date	Institution	Amount	Date	Institution
\$ <u>None</u>			\$		
\$			\$		

I further understand and agree that

- General.**
(1) All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note must be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.
(2) I understand that if I am eligible for deferment or cancellation under Articles VI through IX, I am responsible for submitting the appropriate requests on time.
- Interest.** Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF **FIVE** PERCENT (**5** %).
- Repayment.**
(1) Except as provided in Paragraph III(5) I promise to repay the principal and the interest which accrues on it over a period beginning 6 months after the date I cease to be at least a half-time student at an institution of higher education, or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending, unless Paragraphs III(4) or VI(1) (deferment) applies, 10 years later.
(2) I may, however, request that the repayment period start on an earlier date.
(3) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments, as determined by the Lending Institution. However, if I request, repayments may be made in graduated installments determined in accordance with schedules approved by the Secretary. In either case, a schedule of repayment shall be attached to and made part of this note.
(4) Notwithstanding Paragraph III(1), if I qualify as a low income individual during the repayment period, the Lending Institution may, at my request, extend the repayment period for up to an additional 10 years or adjust any repayment schedule to reflect my income, or both.
(5) (A) I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest) even though the monthly rate that would be established under Paragraph III(1) is less than that amount, or if the total monthly repayment rate of principal and interest on all my National Direct and National Defense Loans, including this loan, is less than \$30 per month.
(B) If I have received National Defense or National Direct Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly rate established under Paragraph III(5) (A) is the rate I pay on all my outstanding National Defense and National Direct Loans and is not in addition to the amount I pay on those other loans.
(C) If my monthly repayment rate is established under Paragraph III(5) (A) and I have received National Defense or National Direct Loans from other lending institutions, the amount of my monthly repayment rate attributable to this loan is the amount which represents the difference between \$30 and the monthly rates I must pay on my other National Defense and National Direct Loans.
(6) A schedule of repayment will be attached to and made part of this note.
(7) The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in Paragraph III(1).
- Prepayment.** I may at my option and without penalty prepay all or any part of the principal, plus the accrued interest thereon, at any time. Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment. If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.
- Default.**
(1) If I fail to make a scheduled repayment of any installment or I fail to file cancellation or deferment forms with the lending institution on time, the entire unpaid indebtedness including interest due and accrued thereon, plus any applicable penalty charges, will, at the option of the lending institution, become immediately due and payable.
(2) I understand that if I default on my loan repayments the lending institution may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
(3) Further, I understand that if I default on my loan repayments and the loan is sent to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
- Deferment.**
(1) Interest will not accrue, and installments need not be paid --
(A) While I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary,
(B) For a period not in excess of 3 years during which I am --
(i) on full-time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard), or an officer on full-time active duty in the Commissioned Corps of the U.S. Public Health Service,
(ii) in service as a volunteer under the Peace Corps Act,
(iii) a volunteer under the Domestic Volunteer Service Act of 1973,
(iv) a full-time volunteer in a lay-exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973 (ACTION agency programs), or
(v) temporarily totally disabled as established by an affidavit of a qualified physician, or unable to secure employment because I am providing care required by my spouse who is so disabled,
(C) or a period not in excess of two years during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and
(D) During any grace period. A grace period is a six-month period following (i) the date I cease to be at least a half-time student at an institution of higher education, or (ii) the date the deferments described in subparagraph VI(1) (A), (B) or (C) expire.
(2) The lending institution may, upon my application, defer or reduce any scheduled repayments if, in its opinion, extraordinary circumstances such as prolonged illness or unemployment, prevent me from making such repayments. However, interest will continue to accrue.
- Cancellation for Teaching.**
(1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service --
(A) as a full-time teacher in a public or other non-profit elementary or secondary school which is in a school district of a local educational agency which is eligible for funds under Title I of the Elementary and Secondary Education Act of 1965 and which has been designated by the Secretary in accordance with the provisions of Section 465(a) (2) of the Higher Education Act as a school with a high enrollment of students from low-income families, or
(B) as a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health impaired children who by reason thereof require special education and related services) in a public or other non-profit elementary or secondary school system.
(2) This loan will be cancelled at the following rates:
(A) 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service,
(B) 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service, and
(C) 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.
- Head Start Cancellation.**
(1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service as a full-time staff member in a Head Start program if --
(A) that Head Start program is approved by the Secretary as comparable to a full school year in the locality, and
(B) my salary is not more than the salary of a comparable employee of the local educational agency.
(2) This loan will be cancelled at the rate of 15 percent of the total principal amount plus the interest on the unpaid balance for each complete school year or the equivalent of service in a Head Start program.
- Military Cancellation.**
(1) Head Start is a preschool program carried out under section 222(a) (1) of the Economic Opportunity Act of 1964.
(2) I am entitled to have up to 50 percent of the principal amount of this loan plus the interest thereon cancelled if I serve as a member of the Armed Forces of the United States in an area of hostilities that qualifies for special pay under section 310 of title 37 of the United States Code.
(3) This loan will be cancelled at the rate of 12 1/2 percent of the total principal amount plus interest on the unpaid balance for each complete year of such service.
- Death and Disability Cancellation.** If I should die or become permanently and totally disabled, the entire amount of this loan plus the interest thereon shall be cancelled.
- Change in Name, Address, Social Security Number and Status.** I am responsible for informing the lending institution of any change or changes in my name, address, or social security number. I am also responsible for notifying the lending institution of when I leave that institution and of any changes in my status.
- Penalty Charge.** If I fail to make timely payment of all or any part of a scheduled installment, or if I am eligible for deferment or cancellation under Articles VI through IX, but fail to submit the appropriate request on time, I promise to pay the charge assessed against me by the lending institution. No charge may exceed \$1 for the first month or part of a month by which the installment or evidence is late, and \$2 for each month or part of a month thereafter. If the lending institution elects to add the assessed charge to the outstanding principal of the loan, it must so inform me before the due date of the installment.
- Assignment.** This note may be assigned by the lending institution only (1) to another institution upon my transfer to that institution if that institution is participating in this program (or, if not so participating, is eligible to do so and is approved by the Secretary for that purpose) or (2) to the United States or to an institution approved by the Secretary. The provisions of this note that relate to the lending institution shall, where appropriate, relate to an assignee.

CAVEAT -- This note is to be executed without security and without endorsement, except that if I am a minor and this note would not, under the law of the State in which the lending institution is located, create a binding obligation, either security or endorsement may be required. The lending institution shall supply a copy of this note to me.

SIGNATURE David Beckford DATE 1-13-86
PERMANENT ADDRESS 1012 N. Avalon Memphis, Tenn. 38107

GOVERNMENT
EXHIBIT

2

CARDELS 800-783-0339

SUMMARY OF BORROWER'S OBLIGATIONS AND RELATED INFORMATION

- 1 The National Direct Student Loan is a loan. It must be repaid. Repayment terms are defined in your promissory note.
- 2 The NDSL you receive must be used for educational expenses only, relating to your costs in attending Washington University.
- 3 Undergraduate students may borrow up to \$6,000 for their entire undergraduate study. Graduate students may borrow up to \$12,000 for undergraduate and graduate study.
- 4 The repayment period begins six months after the student has ceased to be enrolled as a half-time student. Minimum monthly payments are \$30. The maximum repayment period is ten years. Deferment periods and cancellation provisions are described in the promissory note.
- 5 The interest rate on the NDSL is as printed on the reverse of this page.
- 6 A borrower defaults on a loan when he or she has entered the repayment period and has failed to maintain payments in accord with the required payment schedule or has failed to comply with the other provisions of the promissory note. Students in default on NDSL are ineligible to participate further in any federally sponsored financial aid program. Students in default are subject to legal action by the NDSL lender, its servicing agent, or the federal government.
- 7 NDSLs are provided to students who demonstrate financial need according to standards established by the federal government. The total of a student's financial aid, including the NDSL, cannot exceed the student's total educational need figure.

WASHINGTON UNIVERSITY
NATIONAL DIRECT STUDENT LOAN PROGRAM
PROMISSORY NOTE

410 41 9792 410 41 0112
SS NO 3-11 ~~441~~ 41 9792 SS NO 311 ~~441~~ 41 9792 XX
NAME 12-33 BECKFORD, DAVID FUND 12-17 76529 G DATE 18 23 082286
STREET 34 55 1012 N AVALON AMOUNT FINANCED 2330 ~~441~~ 750.00
CITY/STATE 56 72 MEMPHIS TN ZIP 73 77 38107
SEX 78 M SCHOOL 79 80 FA ANNUAL PERCENTAGE RATE 31-35 5% { .05000 }

I, **BECKFORD, DAVID**

promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due. However, if a collection agency which is subject to the Fair Debt Collection Practices Act is used, I will pay those collection costs which do not exceed 25% of the unpaid principal and interest

TUITION -0- DORMS 082286 ~~082286~~ OTHER -0- INIT DB DATE 8/28/86
\$750.00

I hereby certify that I have listed below all of the National Direct Student loans (or National Defense Student loans) I have obtained at other institutions (if no prior loans have been received, state "None.")

Amount	Date	Institution	Amount	Date	Institution
\$ <u>None</u>			\$		
\$			\$		

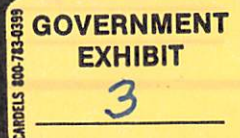
I further understand and agree that

- General**
(1) All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note must be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.
(2) I understand that if I am eligible for deferment or cancellation under Articles VI through IX, I am responsible for submitting the appropriate requests on time.
- Interest**
Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF **FIVE** PERCENT (**5** %)
- Repayment**
(1) Except as provided in Paragraph III(5) I promise to repay the principal and the interest which accrues on it over a period beginning 6 months after the date I cease to be at least a half time student at an institution of higher education, or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending, unless paragraphs III(4) or VI(1) (deferment) applies, 10 years later.
(2) I may, however, request that the repayment period start on an earlier date.
(3) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments, as determined by the Lending Institution. However, if I request, repayments may be made in graduated installments determined in accordance with schedules approved by the Secretary. In either case, a schedule of repayment shall be attached to and made part of this note.
(4) Notwithstanding paragraph III(1), if I qualify as a low income individual during the repayment period, the Lending Institution may, at my request, extend the repayment period for up to an additional 10 years or adjust any repayment schedule to reflect my income, or both.
(5) (A) I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest) even though the monthly rate that would be established under paragraph III(1) is less than that amount, or if the total monthly repayment rate of principal and interest on all my National Direct and National Defense Loans, including this loan, is less than \$30 per month.
(B) If I have received National Defense or National Direct Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly rate established under paragraph III(5) (A) is the rate I pay on all my outstanding National Defense or National Direct Loans and is not in addition to the amount I pay on those other loans.
(C) If my monthly repayment rate is established under subparagraph III(5) (A) and I have received National Defense or National Direct Loans from other lending institutions, the amount of my monthly repayment rate attributable to this loan is the amount which represents the difference between \$30 and the monthly rates I must pay on my other National Defense and National Direct Loans.
(6) A schedule of repayment will be attached to and made part of this note.
(7) The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in paragraph III(1).
- Prepayment**
I may, at my option and without penalty, prepay all or any part of the principal, plus the accrued interest thereon, at any time. Amounts I repay in the academic year in which the loan was made may be used to reduce the amount of the loan and will not be considered a prepayment. If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.
- Default**
(1) If I fail to make a scheduled repayment of any installment or I fail to file cancellation or deferment forms with the lending institution on time, the entire unpaid indebtedness including interest due and accrued charges shall become immediately due and payable.
(2) I understand that if I default on my loan repayments the lending institution may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
(3) Further, I understand that if I default on my loan repayments and the loan is sent to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
- Deferment**
(1) Interest will not accrue, and installments need not be paid --
(A) while I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary;
(B) For a period not in excess of 3 years during which I am --
(i) on full time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard), or an officer on full time active duty in the Commissioned Corps of the U.S. Public Health Service,
(ii) in service as a Volunteer under the Peace Corps Act,
(iii) a volunteer under the Domestic Volunteer Service Act of 1973,
(iv) a full time volunteer in a tax-exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973 (ACTION agency programs), or
(v) temporarily totally disabled as established by an affidavit of a qualified physician, or unable to secure employment because I am providing care required by my spouse who is so disabled;
(C) For a period not in excess of two years during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and
(D) During any grace period. A grace period is a six month period following (i) the date I cease to be at least a half time student at an institution of higher education, or (ii) the date the deferments described in subparagraph VI(1) (A), (B) or (C) expire.
(2) The lending institution may, upon my application, defer or reduce any scheduled repayments if, in its opinion, extraordinary circumstances such as prolonged illness or unemployment, prevent me from making such payments. However, interest will continue to accrue.
- Cancellation for Teaching**
(1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service --
(A) as a full time teacher in a public or other non profit elementary or secondary school which is in a school district of a local educational agency which is eligible for funds under Title I of the Elementary and Secondary Education Act of 1965 and which has been designated by the Secretary in accordance with the provisions of Section 465(a) (2) of the Higher Education Act as a school with a high enrollment of students from low income families, or
(B) as a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health impaired children who by reason thereof require special education and related services) in a public or other non profit elementary or secondary school system.
(2) This loan will be cancelled at the following rates:
(A) 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service,
(B) 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service, and
(C) 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.
- Head Start Cancellation**
(1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service as a full time staff member in a Head Start program if --
(A) that Head Start program is operated for a period which is comparable to a full school year in the locality, and
(B) my salary is not more than the salary of a comparable employee of the local educational agency.
(2) This loan will be cancelled at the rate of 15 percent of the total principal amount plus the interest on the unpaid balance for each complete school year or the equivalent of service in a Head Start program.
- Military Cancellation**
(1) I am entitled to have up to 50 percent of the principal amount of this loan plus the interest thereon cancelled if I serve as a member of the Armed Forces of the United States in an area of hostilities that qualifies for special pay under section 310 of title 37 of the United States Code.
(2) This loan will be cancelled at the rate of 30 percent of the total principal amount plus interest on the unpaid balance for each complete year of such service.
- Death and Disability Cancellation**
If I should die or become permanently and totally disabled, the entire amount of this loan plus the interest thereon shall be cancelled.
- Change in Name, Address, Social Security Number and Status**
I am responsible for informing the lending institution of any change or changes in my name, address, or social security number. I am also responsible for notifying the lending institution when I leave that institution and of any changes in my status.
- Penalty Charge**
If I fail to make timely payment of all or any part of a scheduled installment, or if I am eligible for deferment or cancellation under Articles VI through IX, but fail to submit the appropriate request on time, I promise to pay the charge assessed against me by the lending institution. No charge may exceed \$1 for the first month or part of a month by which the installment or evidence is late, and \$2 for each month or part of a month thereafter. If the lending institution elects to add the assessed charge to the outstanding principal of the loan, it must so inform me before the due date of the next installment.
- Assignment**
This note may be assigned by the lending institution only (1) to another institution upon my transfer to that institution if that institution is participating in this program (or, if not so participating, is eligible to do so and is approved by the Secretary for that purpose) or (2) to the United States or to an institution approved by the Secretary. The provisions of this note that relate to the lending institution shall, where appropriate, relate to an assignee.

CAVEAT - This note is to be executed without security and without endorsement, except that if I am a minor and this note would not, under the law of the State in which the lending institution is located, create a binding obligation, either security or endorsement may be required. The lending institution shall supply a copy of this note to me.

02946 AS38/YP

SIGNATURE David E. Beckford 6515 Wyndown Blvd. St. Louis, Mo 63105 DATE 8/28/86
PERMANENT ADDRESS 1012 N. Avalon Memphis, Tenn. 38107



SUMMARY OF BORROWER'S OBLIGATIONS AND RELATED INFORMATION

- 1 The National Direct Student Loan is a loan. It must be repaid. Repayment terms are defined in your promissory note.
2. The NDSL you receive must be used for educational expenses only, relating to your costs in attending Washington University.
- 3 Undergraduate students may borrow up to \$6,000 for their entire undergraduate study. Graduate students may borrow up to \$12,000 for undergraduate and graduate study.
- 4 The repayment period begins six months after the student has ceased to be enrolled as a half-time student. Minimum monthly payments are \$30. The maximum repayment period is ten years. Deferment periods and cancellation provisions are described in the promissory note.
- 5 The interest rate on the NDSL is as printed on the reverse of this page.
6. A borrower defaults on a loan when he or she has entered the repayment period and has failed to maintain payments in accord with the required payment schedule or has failed to comply with the other provisions of the promissory note. Students in default on NDSL are ineligible to participate further in any federally sponsored financial aid program. Students in default are subject to legal action by the NDSL lender, its servicing agent, or the federal government.
- 7 NDSLs are provided to students who demonstrate financial need according to standards established by the federal government. The total of a student's financial aid, including the NDSL, cannot exceed the student's total educational need figure.

WASHINGTON UNIVERSITY NATIONAL DIRECT STUDENT LOAN PROGRAM PROMISSORY NOTE

00 1-2 SS NO 311 **410-41-9792** 01 12 SS NO 311 **410-41-9792** XX
 NAME 12 33 **BECKFORD, DAVID EARL** FUND 12 17 **76529 G** DATE 18 23 **120286**
 STREET 34 55 **1012 NORTH AVALON** AMOUNT FINANCED 24 30 **\$\$\$750.00**
 CITY/STATE 56 72 **MEMPHIS** TN ZIP 73 77 **38107** ANNUAL PERCENTAGE RATE 31 35 **5% (.05000)**
 SEX 78 **M** SCHOOL 79 80 **FA**

I, **BECKFORD, DAVID EARL**, promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due. However, if a collection agency which is subject to the Fair Debt Collection Practices Act is used, I will pay those collection costs which do not exceed 25% of the unpaid principal and interest.

TUITION **\$\$\$750.00** DORMS **\$\$\$0.00** ~~XXXXXX~~ OTHER **\$\$\$0.00** INIT. **DB** DATE **1/26/87**

I hereby certify that I have listed below all of the National Direct Student loans (or National Defense Student loans) I have obtained at other institutions (If no prior loans have been received, state "None.")

Amount	Date	Institution	Amount	Date	Institution
\$			\$		
\$	<i>None</i>		\$	<i>None</i>	

I further understand and agree that

- (1) All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note must be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.
- (2) I understand that if I am eligible for deferment or cancellation under Articles VI through IX, I am responsible for submitting the appropriate requests on time.
- II Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF **FIVE** PERCENT (**5** %).
- III Repayment.
 - (1) Except as provided in Paragraph III(5) I promise to repay the principal and the interest which accrues on it over a period beginning 6 months after the date I cease to be at least a half-time student at an institution of higher education, or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending, unless paragraphs III(4) or VI(1) (deferment) applies, 10 years later.
 - (2) I may, however, request that the repayment period start on an earlier date.
 - (3) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments, as determined by the Lending Institution. However, if I request, repayments may be made in graduated installments determined in accordance with schedules approved by the Secretary.
 - (4) Notwithstanding paragraph III(1), if I qualify as a low-income individual during the repayment period, the Lending Institution may, at my request, extend the repayment period for up to an additional 10 years or adjust any repayment schedule to reflect my income, or both.
 - (5) (A) I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest) even though the monthly rate that would be established under paragraph III(1) is less than that amount, or if the total monthly repayment rate of principal and interest on all my National Direct and National Defense Loans, including this loan, is less than \$30 per month.
 - (B) If I have received National Defense or National Direct Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly rate established under paragraph III(5) (A) is the rate I pay on all my outstanding National Defense and National Direct Loans and is not in addition to the amount I pay on those other loans.
 - (C) If my monthly repayment rate is established under subparagraph III(5) (A) and I have received National Defense or National Direct Loans from other lending institutions, the amount of my monthly repayment rate attributable to this loan is the amount which represents the difference between \$30 and the monthly rates I must pay on my other National Defense and National Direct Loans.
- (6) A schedule of repayment will be attached to and made part of this note.
- (7) The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in paragraph III(1).
- IV Prepayment. I may at my option and without penalty prepay all or any part of the principal, plus the accrued interest thereon, at any time. Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment. If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.
- V Default.
 - (1) If I fail to make a scheduled repayment of any installment or I fail to file cancellation or deferment forms with the lending institution on time, the entire unpaid indebtedness including interest due and accrued thereon, plus any applicable penalty charges, will, at the option of the lending institution, become immediately due and payable.
 - (2) I understand that if I default on my loan repayments the lending institution may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
 - (3) Further, I understand that if I default on my loan repayments and the loan is sent to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
- VI Deferment.
 - (1) Interest will not accrue, and installments need not be paid -
 - (A) While I am enrolled and in attendance as at least a half time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary;
 - (B) For a period not in excess of 3 years during which I am -
 - (i) on full time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard), or an officer on full-time active duty in the Commissioned Corps of the U.S. Public Health Service,
 - (ii) in service as a Volunteer under the Peace Corps Act,
 - (iii) a volunteer under the Domestic Volunteer Service Act of 1973,
 - (iv) a full time volunteer in a tax-exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973 (ACTION agency programs), or
 - (v) temporarily totally disabled as established by an affidavit of a qualified physician, or unable to secure employment because I am providing care required by my spouse who is so disabled,
 - (C) For a period not in excess of two years during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and
 - (D) During any grace period. A grace period is a six month period following (i) the date I cease to be at least a half time student at an institution of higher education, or (ii) the date the deferments described in subparagraph VI(1) (A), (B) or (C) expire.
- (2) The lending institution may, upon my application, defer or reduce any scheduled repayments if, in its opinion, extraordinary circumstances such as prolonged illness or unemployment, prevent me from making such repayments. However, interest will continue to accrue.
- VII Cancellation for Teaching.
 - (1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service -
 - (A) as a full time teacher in a public or other non profit elementary or secondary school which is in a school district of a local educational agency which is eligible for funds under Title I of the Elementary and Secondary Education Act of 1965 and which has been designated by the Secretary in accordance with the provisions of Section 465(a) (2) of the Higher Education Act as a school with a high enrollment of students from low income families, or
 - (B) as a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health impaired children who by reason thereof require special education and related services) in a public or other non profit elementary or secondary school system.
 - (2) This loan will be cancelled at the following rates
 - (A) 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service,
 - (B) 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service, and
 - (C) 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.
- VIII Head Start Cancellation.
 - (1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service as a full-time staff member in a Head Start program if -
 - (A) that Head Start program is operated for a period which is comparable to a full school year in the locality, and
 - (B) my salary is not more than the salary of a comparable employee of the local educational agency.
 - (2) This loan will be cancelled at the rate of 15 percent of the total principal amount plus the interest on the unpaid balance for each complete school year or the equivalent of service in a Head Start program.
 - (3) Head Start is a preschool program carried out under section 222(a) (1) of the Economic Opportunity Act of 1964.
- IX Military Cancellation.
 - (1) I am entitled to have up to 50 percent of the principal amount of this loan plus the interest thereon cancelled if I serve as a member of the Armed Forces of the United States in an area of hostilities that qualifies for special pay under section 310 of title 37 of the United States Code.
 - (2) This loan will be cancelled at the rate of 15 percent of the total principal amount plus interest on the unpaid balance for each complete year of such service.
- X Death and Disability Cancellation. If I should die or become permanently and totally disabled, the entire amount of this loan plus the interest thereon shall be cancelled.
- XI Change in Name, Address, Social Security Number and Status. I am responsible for informing the lending institution of any change or changes in my name, address, or social security number. I am also responsible for notifying the lending institution of when I leave that institution and of any changes in my status.
- XII Penalty Charge. If I fail to make timely payment of all or any part of a scheduled installment, or if I am eligible for deferment or cancellation under Articles VI through IX, but fail to submit the appropriate request on time, I promise to pay the charge assessed against me by the lending institution. No charge may exceed \$1 for the first month or part of a month by which the installment or evidence is late, and \$2 for each month or part of a month thereafter. If the lending institution elects to add the assessed charge to the outstanding principal of the loan, it must so inform me before the due date of the next installment.
- XIII Assignment. This note may be assigned by the lending institution only (1) to another institution upon my transfer to that institution if that institution is participating in this program (or, if not so participating, is eligible to do so and is approved by the Secretary for that purpose) or (2) to the United States or to an institution approved by the Secretary. The provisions of this note that relate to the lending institution shall, where appropriate, relate to an assignee.

CAVEAT - This note is to be executed without security and without endorsement, except that if I am a minor and this note would not, under the law of the State in which the lending institution is located, create a binding obligation, either security or endorsement may be required. The lending institution shall supply a copy of this note to me.

02946 AS38/YP

SIGNATURE *David E. Beckford* DATE *1/21/87*
 PERMANENT ADDRESS *1012 N. Avalon Memphis Tenn. 38107*



SUMMARY OF BORROWER'S OBLIGATIONS AND RELATED INFORMATION

1. The National Direct Student Loan is a loan. It must be repaid. Repayment terms are defined in your promissory note.
2. The NDSL you receive must be used for educational expenses only, relating to your costs in attending Washington University.
3. Undergraduate students may borrow up to \$6,000 for their entire undergraduate study. Graduate students may borrow up to \$12,000 for undergraduate and graduate study.
4. The repayment period begins six months after the student has ceased to be enrolled as a half-time student. Minimum monthly payments are \$30. The maximum repayment period is ten years. Deferment periods and cancellation provisions are described in the promissory note.
5. The interest rate on the NDSL is as printed on the reverse of this page.
6. A borrower defaults on a loan when he or she has entered the repayment period and has failed to maintain payments in accord with the required payment schedule or has failed to comply with the other provisions of the promissory note. Students in default on NDSL are ineligible to participate further in any federally sponsored financial aid program. Students in default are subject to legal action by the NDSL lender, its servicing agent, or the federal government.
7. NDSLs are provided to students who demonstrate financial need according to standards established by the federal government. The total of a student's financial aid, including the NDSL, cannot exceed the student's total educational need figure.

WASHINGTON UNIVERSITY

PERKINS STUDENT LOAN (formerly NATIONAL DIRECT STUDENT LOAN)

PROMISSORY NOTE — PREVIOUS BORROWER

00 1-2
 SS NO 3-11 **440 41 9792**
 NAME 12-33 **BECKFORD, DAVID E**
 STREET 34-55 **1012 NORTH AVALON**
 CITY/STATE 56-72 **MEMPHIS TN** ZIP 73-77 **38107**
 SEX 78 **M** SCHOOL 79-80 **FA**

01 1-2
 SS NO 3-11 **440 41 9792**
 FUND 12-17 **76529 G** DATE 18-23 **081887**
 AMOUNT FINANCED 24-30 **\$\$\$600.00**
 ANNUAL PERCENTAGE RATE 31-35 **5% (.05000)**

I, **BECKFORD, DAVID E**, promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.

SCHEDULE OF ADVANCES

TUITION **\$\$\$600.00** DORMS *******.00** OTHER *******.00** INIT **D.B.** DATE **10/16/87**

I further understand and agree that

I. GENERAL

(1) **Applicable Law.** All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, as amended, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note shall be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.

(2) **Procedures for Receiving Deferment or Cancellation.** I understand that in order to receive a deferment or cancellation, I must request the deferment or cancellation in writing from the Lending Institution, and must submit to the Lending Institution any documentation required by the Lending Institution to prove that I qualify for the deferment or cancellation. I further understand that if I am eligible for deferment or cancellation under Articles VI through X, I am responsible for submitting the appropriate requests on time. I further understand that I may lose my deferment and cancellation benefits if I fail to file my request on time.

II. INTEREST

Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF interest on the unpaid balance except that no interest shall accrue during any deferment period described in subparagraphs VI(1).

FIVE PERCENT (**5** %)

III. REPAYMENT

(1) I promise to repay the principal and the interest which accrues on it to the Lending Institution over a period beginning 6 months after the date I cease to be at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary) and ending, unless paragraphs III(4), III(5), III(7) or VI(1) applies, 10 years later.

(2) Upon my written request, the repayment period may start on a date earlier than the one indicated in paragraph III(1).

(3)(A) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments as determined by the Lending Institution.

(B) Notwithstanding paragraph III(3)(A), upon my written request, repayment may be made in graduated installments in accordance with a schedule approved by the Secretary.

(C) The Lending Institution shall attach the schedule of repayments and the schedule will become part of the note.

(4) Notwithstanding paragraph III(1) if I qualify as a low-income individual during the repayment period, the Lending Institution may, upon my written request, extend the repayment period for up to an additional 10 years or adjust any repayment schedule to reflect my income or both.

(5)(A) If the monthly rate that would be established under paragraph III(1), or the total monthly repayment rate of principal and interest on all my Direct, Defense and Perkins Loans including this loan, is less than \$30 per month, I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest).

(B) If I have received Direct, Defense and Perkins Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly rate established under subparagraph III(5)(A) is the rate I pay on all my outstanding Direct, Defense and Perkins Loans and is not in addition to the amount I pay on those other loans. The amount of my monthly repayment rate attributable to this loan is the amount which represents the difference between \$30 and the monthly rates I must pay on my other Direct, Defense and Perkins Loans.

(6) The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in paragraph III(1).

(7) The Lending Institution may, upon my written request, reduce any scheduled repayments or extend the repayment period indicated in paragraph III(1), if in its opinion, extraordinary circumstances such as prolonged illness or unemployment prevent me from making the scheduled repayments. However, interest shall continue to accrue.

IV. PREPAYMENT

(1) I may, at my option and without penalty, prepay all or any part of the principal, plus the accrued interest thereon, at any time.

(2) Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment.

(3) If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.

V. DEFAULT

(1) The Lending Institution may, at its option, declare my loan to be in default and may demand immediate payment of the entire unpaid balance of the loan, including principal, interest and late charges if -

(A) I do not make a scheduled payment when it is due and

(B) I do not submit to the Lending Institution on or before the date on which payment is due, documentation that I qualify for a deferment or cancellation described in Articles VI, VII, VIII, IX and X of this agreement.

(2) I understand that if I default on my loan repayments, the Lending Institution may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(3) Further, I understand that if I default on my loan repayment and the loan is sent to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(4) I understand that if the Lending Institution accelerates the loan under paragraph V(1), I will lose my cancellation and deferment benefits for service performed after the date the Lending Institution accelerated the loan.

(5) I understand that failure to pay this obligation under the terms agreed upon will prevent my obtaining additional student financial aid authorized under Title IV of the Higher Education Act of 1965, as amended, until I have made arrangements which are satisfactory to the Lending Institution or the Secretary regarding the repayment of the loan.

VI. DEFERMENT

(1) Interest will not accrue, and installments of principal need not be paid -

(A) While I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary,

(B) For a period of three (3) years during which I am -

(i) On full-time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard) or an officer on full-time active duty in the Commissioned Corps of the U.S. Public Health Service.

(ii) In service as a volunteer under the Peace Corps Act,

(iii) A volunteer under the Domestic Volunteer Service Act of 1973 (ACTION programs),

(iv) A full-time volunteer in a tax-exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973, or

(v) Temporarily totally disabled as established by an affidavit of a qualified physician or unable to secure employment because I am providing care required by my spouse who is so disabled.

(C) For a period not in excess of two (2) years after I receive a baccalaureate or professional degree during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and

(D) During a six (6) month period following the expiration of my deferment in paragraph VI(1)(A) through VI(1)(C).

(2) The Lending Institution may, upon my written request, defer my scheduled repayments if it determines that the deferment is necessary to avoid a financial hardship for me. Interest, however, will continue to accrue.

VII. CANCELLATION FOR TEACHING

(1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service -

(A) As a full-time teacher for a complete academic year in a public or other nonprofit elementary or secondary school which is in the school district of a local educational agency which is eligible in such year of service for funds under Chapter I of the Education Consolidation and Improvement Act of 1981, as amended, and which has been designated by the Secretary (after consultation with each State Department of Education) in accordance with the provisions of section 465(a)(2) of the Act as a school with a high concentration of students from low-income families. An official directory of designated low-income schools is published annually by the Secretary.

(B) As a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech and language impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health-impaired children, who by reason thereof require special education and related services) in a public or other nonprofit elementary or secondary school system.

(2) This loan will be cancelled at the following rates:

(A) 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service,

(B) 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service, and

(C) 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.

[illegible]

1A MILITARY CANCELLATION

my bill is in June. It will be cancelled
I fully understand what the bill means. I will pay the bill at the end of the month. I will pay the bill at the end of the month.

AT CHANGE IN NAME ADDRESS PHONE NUMBER AND TAX ID SECURITY NUMBER
LATE CHARGE

[illegible][illegible]

I hereby certify that I have listed below all of the Perkins Loans (Federal Student Loans on a Federal Defense Student Loans) I have obtained at other institutions.
(If no prior loans have been received state None.)

AMOUNT	DATE	NAME OF INSTITUTION
1		
2		
3		
4		

SIGNATURE L. and E. Bedford Date 10/16 19 81
Permanent Address (Street or box Number, City, State, and Zip) 1012 N. Avalon Memphis TENN 38107
Home or Party Number (borrower must provide) 430-41-9792

The borrower and lending institution shall execute this note with or without a legal entity and without a legal agent unless the borrower is a minor and this note would not under the law of the State in which the Lending Institution is located create a binding obligation. If the borrower is a minor and this note would not therefore be legally binding, the Lending Institution shall require a cosigner to this note.

1. The Perkins Student Loan, formerly National Direct Student Loan, is a federal loan. Its terms are defined in your promissory note.
2. The Perkins loan you receive must be used for educational expenses at an eligible institution attending Washington University.
3. Undergraduate students may borrow up to \$3,000 for their entire undergraduate study. Graduate students may borrow up to \$18,000 for undergraduate and graduate study.
4. The repayment period begins six months after the student has ceased to be enrolled full-time. Minimum monthly payments are \$30. The maximum repayment period is ten years. Deferment periods and cancellation provisions are described in the promissory note.
5. The interest rate on the Perkins Student Loan is printed on the reverse of this page.
6. A borrower defaults on a loan when he or she has entered the repayment period and is failed to maintain payments in accord with the required payment schedule or has failed to comply with the other provisions of the promissory note. Students in default are subject to legal action by the Perkins Student Loan lender, its servicing agent, or the federal government.
7. Perkins Student Loans are provided to students who demonstrate financial need according to standards established by the federal government. The total of a student's financial aid, including the Perkins Student Loan, cannot exceed the student's federal annual need figure.

WASHINGTON UNIVERSITY

PERKINS STUDENT LOAN (formerly NATIONAL DIRECT STUDENT LOAN)

PROMISSORY NOTE — PREVIOUS BORROWER

00 1-2 410 SS NO 3-11 441 41 9792 410 NAME 12-33 BECKFORD, DAVID E STREET 34-55 1012 NORTH AVALON CITY/STATE 56-72 MEMPHIS TN ZIP 73-77 38107 SEX 78 M SCHOOL 79-80 FA

410 01 1-2 SS NO 3-11 441 41 9792 FUND 12-17 76529 G DATE 18-23 121187 AMOUNT FINANCED 24-30 \$****600.00 ANNUAL PERCENTAGE RATE 31-35 5% (.050000)

I, **BECKFORD, DAVID E**, promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.

SCHEDULE OF ADVANCES

TUITION \$600.00 DORMS -0- OTHER -0- INIT D.B. DATE 1/15/88

I further understand and agree that

I. GENERAL

(1) **Applicable Law.** All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, as amended, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note shall be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.

(2) **Procedures for Receiving Deferment or Cancellation.** I understand that in order to receive a deferment or cancellation, I must request the deferment or cancellation in writing from the Lending Institution and must submit to the Lending Institution any documentation required by the Lending Institution to prove that I qualify for the deferment or cancellation. I further understand that if I am eligible for deferment or cancellation under Articles VI through X, I am responsible for submitting the appropriate requests on time. I further understand that I may lose my deferment and cancellation benefits if I fail to file my request on time.

II. INTEREST

Interest. Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF interest on the unpaid balance except that no interest shall accrue during any deferment period described in subparagraphs VI(1).

FIVE PERCENT (5 %)

III. REPAYMENT

(1) I promise to repay the principal and the interest which accrues on it to the Lending Institution over a period beginning 8 months after the date I cease to be at least a half-time student at an institution of higher education, or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending unless paragraphs III(4), III(5), III(7) or VI(1) applies 10 years later.

(2) Upon my written request, the repayment period may start on a date earlier than the one indicated in paragraph III(1).

(3)(A) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments as determined by the Lending Institution.

(B) Notwithstanding paragraph III(3)(A), upon my written request, repayment may be made in graduated installments in accordance with a schedule approved by the Secretary.

(C) The Lending Institution shall attach the schedule of repayments and the schedule will become part of the note.

(4) Notwithstanding paragraph III(1), if I qualify as a low-income individual during the repayment period, the Lending Institution may, upon my written request, extend the repayment period for up to an additional 10 years, or adjust any repayment schedule to reflect my income or both.

(5)(A) If the monthly rate that would be established under paragraph III(1) or the total monthly repayment rate of principal and interest on all my Direct Defense and Perkins Loans including this loan, is less than \$30 per month, I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest).

(B) If I have received Direct Defense and Perkins Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly rate established under subparagraph III(5)(A) is the rate I pay on all my outstanding Direct Defense and Perkins Loans and is not in addition to the amount I pay on those other loans. The amount of my monthly repayment rate attributable to this loan is the amount which represents the difference between \$30 and the monthly rates I must pay on my other Direct Defense and Perkins Loans.

(6) The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in paragraph III(1).

(7) The Lending Institution may, upon my written request, reduce any scheduled repayments or extend the repayment period indicated in paragraph III(1), if in its opinion extraordinary circumstances such as prolonged illness or unemployment prevent me from making the scheduled repayments. However, interest shall continue to accrue.

IV. PREPAYMENT

(1) I may at my option and without penalty prepay all or any part of the principal plus the accrued interest thereon, at any time.

(2) Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment.

(3) If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.

V. DEFAULT

(1) The Lending Institution may, at its option, declare my loan to be in default and may demand immediate payment of the entire unpaid balance of the loan, including principal interest and late charges if -

(A) I do not make a scheduled payment when it is due, and

(B) I do not submit to the Lending Institution on or before the date on which payment is due documentation that I qualify for a deferment or cancellation described in Articles VI, VII, VIII, IX and X of this agreement.

(2) I understand that if I default on my loan repayments, the Lending Institution may disclose that I have defaulted along with other relevant information, to credit bureau organizations.

(3) Further, I understand that if I default on my loan repayment and the loan is sent to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(4) I understand that if the Lending Institution accelerates the loan under paragraph VI(1), I will lose my cancellation and deferment benefits for service performed after the date the Lending Institution accelerated the loan.

(5) I understand that failure to pay this obligation under the terms agreed upon will prevent my obtaining additional student financial aid authorized under Title IV of the Higher Education Act of 1965, as amended, until I have made arrangements which are satisfactory to the Lending Institution or the Secretary regarding the repayment of the loan.

VI. DEFERMENT

(1) Interest will not accrue and installments of principal need not be paid -

(A) While I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary,

(B) For a period of three (3) years during which I am -

(i) On full-time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps or Coast Guard) or an officer on full-time active duty in the Commissioned Corps of the U.S. Public Health Service

(ii) In service as a volunteer under the Peace Corps Act,

(iii) A volunteer under the Domestic Volunteer Service Act of 1973 (ACTION programs),

(iv) A full-time volunteer in a tax-exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973, or

(v) Temporarily totally disabled as established by an affidavit of a qualified physician or unable to secure employment because I am providing care required by my spouse who is so disabled.

(C) For a period not in excess of two (2) years after I receive a baccalaureate or professional degree during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and

(D) During a six (6) month period following the expiration of my deferment in paragraph VI(1)(A) through VI(1)(C).

(2) The Lending Institution may, upon my written request, defer my scheduled repayments if it determines that the deferment is necessary to avoid a financial hardship to me. Interest, however, will continue to accrue.

VII. CANCELLATION FOR TEACHING

(1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service -

(A) As a full-time teacher for a complete academic year in a public or other nonprofit elementary or secondary school which is in the school district of a local educational agency which is eligible in such year of service for funds under Chapter I of the Education Consolidation and Improvement Act of 1981, as amended, and which has been designated by the Secretary (after consultation with each State Department of Education) in accordance with the provisions of section 465(a)(2) of the Act as a school with a high concentration of students from low-income families. An official Directory of designated low-income schools is published annually by the Secretary.

(B) As a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech and language impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health impaired children, who by reason thereof require special education and related services) in a public or other nonprofit elementary or secondary school system.

(2) This loan will be cancelled at the following rates:

(A) 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service,

(B) 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service, and

(C) 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.



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WASHINGTON UNIVERSITY

PERKINS STUDENT LOAN (formerly NATIONAL DIRECT STUDENT LOAN)

PROMISSORY NOTE — PREVIOUS BORROWER

00 1-2 410 41 9792
 SS NO 3-11 ~~441 41 9792~~
 NAME 12-33 **BECKFORD, DAVID E**
 STREET 34-55 **1012 NORTH AVALON**
 CITY/STATE 56-72 **MEMPHIS TN** ZIP 73-77 **38107**
 SEX 78 **M** SCHOOL 79-80 **FA**

01 1-2
 SS NO 3-11 ~~441 41 9792~~ 410419792 **XY**
 FUND 12-17 76529 **G** DATE 18-23 **081588**
 AMOUNT FINANCED 24-30 **\$\$\$850.00**
 ANNUAL PERCENTAGE RATE 31-35 **5% (.05000)**

I, **BECKFORD, DAVID E**, promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.

SCHEDULE OF ADVANCES
 TUITION \$850.00 DORMS -0- OTHER -0- INIT **D.B.** DATE **9/14/88**

I further understand and agree that

I. GENERAL

(1) **Applicable Law.** All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, as amended, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note shall be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.

(2) **Procedures for Receiving Deferment or Cancellation.** I understand that in order to receive a deferment or cancellation, I must request the deferment or cancellation in writing from the Lending Institution, and must submit to the Lending Institution any documentation required by the Lending Institution to prove that I qualify for the deferment or cancellation. I further understand that if I am eligible for deferment or cancellation under Articles VI through X, I am responsible for submitting the appropriate requests on time. I further understand that I may lose my deferment and cancellation benefits if I fail to file my request on time.

II. INTEREST

Interest. Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF FIVE PERCENT (5 %)

III. REPAYMENT

(1) I promise to repay the principal and the interest which accrues on it to the Lending Institution over a period beginning 8 months after the date I cease to be at least a half-time student at an institution of higher education, or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending, unless paragraphs III(4), III(5), III(7) or VI(1) applies, 10 years later.

(2) Upon my written request, the repayment period may start on a date earlier than the one indicated in paragraph III(1).

(3)(A) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments as determined by the Lending Institution.

(B) Notwithstanding paragraph III(3)(A), upon my written request, repayment may be made in graduated installments in accordance with a schedule approved by the Secretary.

(C) The Lending Institution shall attach the schedule of repayments and the schedule will become part of the note.

(4) Notwithstanding paragraph III(1), if I qualify as a low-income individual during the repayment period, the Lending Institution may, upon my written request, extend the repayment period for up to an additional 10 years or adjust any repayment schedule to reflect my income, or both.

(5)(A) If the monthly rate that would be established under paragraph III(1), or the total monthly repayment rate of principal and interest on all my Direct Defense and Perkins Loans including this loan, is less than \$30 per month, I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest).

(B) If I have received Direct Defense and Perkins Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly rate established under subparagraph III(5)(A) is the rate I pay on all my outstanding Direct Defense and Perkins Loans and is not in addition to the amount I pay on those other loans. The amount of my monthly repayment rate attributable to this loan is the amount which represents the difference between \$30 and the monthly rates I must pay on my other Direct Defense and Perkins Loans.

(6) The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in paragraph III(1).

(7) The Lending Institution may, upon my written request, reduce any scheduled repayments or extend the repayment period indicated in paragraph III(1), if in its opinion, extraordinary circumstances such as prolonged illness or unemployment prevent me from making the scheduled repayments. However, interest shall continue to accrue.

IV. PREPAYMENT

(1) I may, at my option and without penalty, prepay all or any part of the principal plus the accrued interest thereon at any time.

(2) Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment.

(3) If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.

V. DEFAULT

(1) The Lending Institution may, at its option, declare my loan to be in default and may demand immediate payment of the entire unpaid balance of the loan, including principal, interest and late charges if -

(A) I do not make a scheduled payment when it is due, and

(B) I do not submit to the Lending Institution on or before the date on which payment is due, documentation that I qualify for a deferment or cancellation described in Articles VI, VII, VIII, IX and X of this agreement.

(2) I understand that if I default on my loan repayments, the Lending Institution may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(3) Further, I understand that if I default on my loan repayment and the loan is sent to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(4) I understand that if the Lending Institution accelerates the loan under paragraph V(1), I will lose my cancellation and deferment benefits for service performed after the date the Lending Institution accelerated the loan.

(5) I understand that failure to pay this obligation under the terms agreed upon will prevent my obtaining additional student financial aid authorized under Title IV of the Higher Education Act of 1965 as amended until I have made arrangements which are satisfactory to the Lending Institution or the Secretary regarding the repayment of the loan.

VI. DEFERMENT

(1) Interest will not accrue, and installments of principal need not be paid -

(A) While I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary,

(B) For a period of three (3) years during which I am -

(i) On full-time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard) or an officer on full-time active duty in the Commissioned Corps of the U.S. Public Health Service

(ii) In service as a volunteer under the Peace Corps Act

(iii) A volunteer under the Domestic Volunteer Service Act of 1973 (ACTION programs),

(iv) A full-time volunteer in a tax-exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973, or

(v) Temporarily totally disabled as established by an affidavit of a qualified physician, or unable to secure employment because I am providing care required by my spouse who is so disabled,

(C) For a period not in excess of two (2) years after I receive a baccalaureate or professional degree during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and

(D) During a six (6) month period following the expiration of my deferment in paragraph VI(1)(A) through VI(1)(C).

(2) The Lending Institution may, upon my written request, defer my scheduled repayments if it determines that the deferment is necessary to avoid a financial hardship for me. Interest, however, will continue to accrue.

VII. CANCELLATION FOR TEACHING

(1) I am entitled to have up to 100 percent of the amount of this loan plus the interest thereon cancelled if I undertake service -

(A) As a full-time teacher for a complete academic year in a public or other nonprofit elementary or secondary school which is in the school district of a local educational agency which is eligible in such year of service for funds under Chapter I of the Education Consolidation and Improvement Act of 1981, as amended, and which has been designated by the Secretary (after consultation with each State Department of Education) in accordance with the provisions of section 465(a)(2) of the Act as a school with a high concentration of students from low-income families. An official Directory of designated low-income schools is published annually by the Secretary.

(B) As a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech and language impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health-impaired children, who by reason thereof require special education and related services) in a public or other nonprofit elementary or secondary school system.

(2) This loan will be cancelled at the following rates:

(A) 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service,

(B) 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service, and

(C) 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.

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WASHINGTON UNIVERSITY NATIONAL DIRECT STUDENT LOAN- PROMISSORY NOTE

00 1-2 410
SS NO 3-11 ~~441~~ 41 9792
NAME 12-33 BECKFORD, DAVID E
STREET 34-55 1012 NORTH AVALON
CITY/STATE 56-77 MEMPHIS TN ZIP 73-77 38107
SEX 78 M SCHOOL 79-80 FA

01 1-2 410
SS NO 3-11 ~~441~~ 41 9792
FUND 12-17 76529 G DATE 18-23 122088
AMOUNT FINANCED 24-30 \$***850.00
ANNUAL PERCENTAGE RATE 31-35 5% (.05000)

I, **BECKFORD, DAVID E**, promise to pay to Washington University, hereinafter called the lending institution, located at St. Louis, Missouri the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.

SCHEDULE OF ADVANCES

TUITION \$850.00	DORMS -0-	OTHER -0-	INIT <u>DB.</u>	DATE <u>1/19/89</u>
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I further understand and agree that:

I. GENERAL

(1) *Applicable Law* All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, as amended, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note shall be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Institution.

(2) *Procedures for Receiving Deferment or Cancellation* I understand that in order to receive a deferment or cancellation, I must request the deferment or cancellation in writing from the Institution, and must submit to the Institution any documentation required by the Institution to prove that I qualify for the deferment or cancellation. I further understand that if I am eligible for deferment or cancellation under Articles VI through X, I am responsible for submitting the appropriate requests on time. I further understand that I may lose my deferment and cancellation benefits if I fail to file my request on time.

II. INTEREST

Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF **FIVE** PERCENT (5 %) on the unpaid balance, except that no interest shall accrue during any deferment period described in paragraph VI (1).

III. REPAYMENT

(1) I promise to repay the principal and the interest which accrues on it to the Institution over a period beginning 6 months after the date I cease to be at least a half-time student at an institution of higher education, or at a comparable institution outside the United States approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending 10 years later, unless that period is shortened under paragraph III (5), or extended under paragraphs III (4), III (7) (extensions), or VI (1) (deferments).

(2) Upon my written request, the repayment period may start on a date earlier than the one indicated in paragraph III (1).

(3) (A) I promise to repay the principal and interest over the course of the repayment period in equal monthly installments, as determined by the Institution. I understand that if my installment payment for all the loans made to me by the Institution is not a multiple of \$5, the Institution may round that payment to the next highest dollar amount that is a multiple of \$5.

(B) Notwithstanding paragraph III (3) (A), upon my written request, repayment may be made in graduated installments in accordance with a schedule approved by the Secretary.

(4) Notwithstanding paragraph III (1), if I qualify as a low-income individual during the repayment period, the Institution, upon my written request, may extend the repayment period for up to an additional 10 years, and may adjust any repayment schedule to reflect my income.

(5) (A) If the monthly rate that would be established under paragraph III (1), or the total monthly repayment rate of principal and interest on all my Direct, Defense and Perkins Loans including this loan, is less than \$30 per month, I shall repay the principal and interest on this loan at the rate of \$30 per month (which includes both principal and interest).

(B) If I have received Direct, Defense and Perkins Loans from other institutions and the total monthly repayment rate on those loans is less than \$30, the \$30 monthly payment established under subparagraph III (5) (A) includes the amounts I owe on all my outstanding Direct, Defense and Perkins Loans including those received from other institutions. The amount of the \$30 monthly payment that will be applied to this loan will be the difference between \$30 and the total of the amounts owed at a monthly rate on my other Direct, Defense and Perkins Loans.

(6) The Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless that action would extend the repayment period in paragraph III (1).

(7) The Institution may, upon my written request, reduce any scheduled repayments or extend the repayment period indicated in paragraph III (1), if, in its opinion, circumstances such as prolonged illness or unemployment prevent me from making the scheduled repayments. However, interest shall continue to accrue.

IV. PREPAYMENT

(1) I may, at my option and without penalty, prepay all or any part of the principal, plus any accrued interest thereon, at any time.

(2) Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment, unless that year is also the year in which I am required to begin repayment on this loan.

(3) If I repay more than the amount due for any installment, the excess will be used to prepay principal unless I designate it as an advance payment of the next regular installment.

V. DEFAULT

(1) The Institution may, at its option, declare my loan to be in default and may demand immediate payment of the entire unpaid balance of the loan, including principal, interest, late charges and collection costs, if:

(A) I do not make a scheduled payment when due under the repayment schedule established by the Institution, and

(B) I do not submit to the Institution, on or before the date on which payment is due, documentation that I qualify for a deferment or cancellation described in Article VI, VII, VIII, IX, and X of this agreement.

(2) I understand that if I default on my loan, the Institution may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(3) Further, I understand that if I default on my loan and the loan is transferred to the Secretary for collection, the Secretary may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(4) I understand that if I default on my loan I will then lose my right to defer repayments.

(5) I understand that after the Institution accelerates the loan under paragraph V (1), I will then lose my right to receive a cancellation of a portion of my loan for any teaching, volunteer or military service described in Articles VII, VIII, and IX, performed after the date the Institution accelerated the loan.

(6) I understand that failure to pay this obligation under the terms agreed upon will prevent my obtaining additional student financial aid authorized under Title IV of the Higher Education Act of 1965, as amended, until I have made arrangements which are satisfactory to the Institution or the Secretary regarding the repayment of the loan.

VI. DEFERMENT

(1) I understand that upon making a properly documented written request to the Institution, I may defer making scheduled installment payments, and will not be liable for any interest that might otherwise accrue, during the following periods:

(A) While I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Secretary,

(B) For a period of three (3) years during which I am --

(i) On full time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard) or as an officer on full time active duty in the Commissioned Corps of the United States Public Health Service

(ii) In service as a volunteer under the Peace Corps Act

(iii) A volunteer under the Domestic Volunteer Service Act of 1973 (ACTION programs)

(iv) A full time volunteer in a tax exempt organization performing service comparable to the service performed in the Peace Corps or under the Domestic Volunteer Service Act of 1973, or

(v) Temporarily totally disabled as established by an affidavit of a qualified physician, or unable to secure employment because I am providing care required by my spouse who is so disabled,

(C) For a period not in excess of two (2) years after I receive a baccalaureate or professional degree during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practice or service, and

(D) During a six (6) month period immediately following the expiration of my deferment in paragraph VI (1) (A) through VI (1) (C)

(2) In addition, the Institution may permit me to defer making scheduled installment payments if it determines that the deferment is necessary to avoid a financial hardship for me. I will be required to repay interest that accrues during this period of deferment.

[illegible]

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

DAVID EARL BECKFORD
AKA DAVID BECKFORD
AKA DAVID E BECKFORD
5261 DELMAR BLVD STE 205
SAINT LOUIS, MO 63108
Account No. XXXXX9792

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 11/15/17.

On or about 08/23/85, 01/13/86, 08/28/86, 01/21/87, 10/16/87, 01/15/88, 09/14/88, & 01/18/89, the BORROWER executed promissory note(s) to secure loan(s) of \$750.00, \$750.00, \$750.00, \$750.00, \$600.00, \$600.00, \$850.00, & \$850.00 from WASHINGTON UNIVERSITY at 9.0 % interest per annum. The institution made the loan under the Federally-funded National Defense/Direct Student Loan, now Perkins Student Loan, programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087aa et seq. (34 C.F.R. Part 674). The institution demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 10/02/90. Due to this default, the institution assigned all rights and title to the loan to the Department of Education.

After the institution credited all cancellations due and payments received, the BORROWER owed the school \$5,608.00 principal and \$741.58 interest. This principal and interest, together with any unpaid charges, totaled \$6,349.58. The loan was assigned to the Department on 03/06/02.

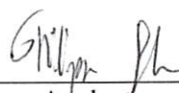
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$5,608.00
Interest:	\$8,684.43
Total debt as of 11/15/17:	\$14,292.43

Interest accrues on the principal shown here at the rate of \$1.38 per day.

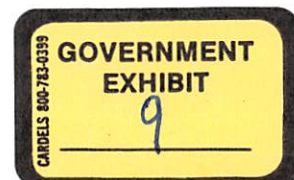
Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/14/17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst



Borrower's Name: DAVID E BECKFORD
Borrower's Social Security Number: 410-41-9792

-REPAYMENT PLAN SELECTION

Carefully read question #5, "What are my repayment plan options?," on the "Frequently Asked Questions" Page to understand the repayment plans available to you. Then, complete this section to select your repayment plan. Remember--

- All student loans must be repaid under the same repayment plan. Parent PLUS loans may be repaid under a different repayment plan.
- If you select the Income Contingent Repayment Plan, you must complete the "Repayment Plan Selection" AND "Income Contingent Repayment Plan Consent to Disclosure of Tax Information" forms. Both forms can be downloaded from the "Forms and Publications" Page. **Your selection cannot be processed without these forms.**
- **If you want to consolidate a defaulted student loan(s) and you have not made a satisfactory repayment arrangement with your current holder(s), you must select the Income Contingent Repayment Plan.**

Place an "X" in the box that corresponds to your repayment plan selection for each loan type. Note that Direct PLUS Consolidation Loans cannot be repaid under the Income Contingent Repayment Plan.

		Income Contingent	Standard	Extended	Graduated
STUDENT LOANS	<i>Direct Subsidized and Unsubsidized Consolidation Loans:</i>	X			
PARENT LOANS	<i>Direct Plus Consolidation Loans:</i>	N/A			

PROMISSORY NOTE

Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note (note) to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this note. If I fail to make payments on this note when due, I will also pay collection costs including but not limited to attorney's fees and court costs. If ED accepts my application, I understand that ED will on my behalf send funds to the holder(s) of the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

This amount may be more or less than the estimated total balance I have indicated in the Loan Information Section. Further, I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan.

I understand that this is a Promissory Note. I will not sign this note before reading it, including the text on the reverse side, even if I am advised not to read the note. I am entitled to an exact copy of this note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this note, including the Borrower Certification and Authorization printed on the reverse side and the Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with written requests that confirm Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us at the same time.

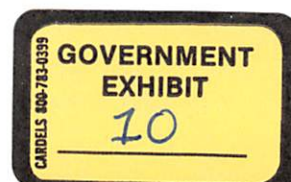
I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

Signature of Borrower

Date

Signature of Spouse(if consolidating jointly)

Date



U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

DAVID EARL BECKFORD
AKA DAVID E BECKFORD
5261 DELMAR BLVD STE 205
SAINT LOUIS, MO 63108
Account No. XXXXX9792

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 11/15/17.

On or about 07/14/03, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$26,486.03 on 08/15/03 at 4.25% interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 07/03/04. Pursuant to 34 C.F.R. § 685.202(b), a total of \$0.00 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$26,486.03
Interest:	\$16,048.17
Total debt as of 11/15/17:	\$42,534.20

Interest accrues on the principal shown here at the rate of \$3.08 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/14/17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

UNITED STATES OF
AMERICA

Plaintiff,

v.

DAVID EARL BECKFORD,
a/k/a DAVID E. BECKFORD

Defendant,

Case No.

ORIGINAL FILING FORM

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY
WHEN INITIATING A NEW CASE.**

☐ THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____
AND ASSIGNED TO THE HONORABLE JUDGE _____.


☐ THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND
THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY,
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

☒ NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: _____

1/24/18


Signature of Filing Party
JOSHUA M. JONES #61988MO
Assistant United States Attorney

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Joshua M. Jones, Assistant United States Attorney
111 South 10th Street, Suite 20.333
St. Louis, MO 63102, (314) 539-2310

DEFENDANTS

David E. Beckford, 5261 Delmar Blvd., Suite 205, St. Louis, MO 63108

County of Residence of First Listed Defendant St. Louis City
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Injury Product Liability <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Title IV, Part D, amended 20 U.S.C. 1087a, et seq. (34 C.F.R. Part 685) & Title IV-E, amended 20 U.S.C. 1087aa et seq. (34 C.F.R. Part 674)

Brief description of cause:
Defaulted student loans

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
52,926.63

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
for the
EASTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA

Plaintiff

v.

DAVID EARL BECKFORD, a/k/a DAVID E. BECKFORD

Defendant

Civil Action No.

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: DAVID E. BECKFORD, 5261 DELMAR BLVD., SUITE 205, ST. LOUIS, MO 63108

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: _____

Signature of the attorney or unrepresented party

Printed name

Address

E-mail address

Telephone number